

STATE OF MICHIGAN  
COURT OF APPEALS

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FRANKLIN BANK, N.A.,

Plaintiff-Appellee,

v

STARLITE FOOD SERVICE EQUIPMENT, INC,  
and MARIA C. KRAFT,

Defendants,

and

GUGLIELMO A. COMMISSO,

Defendant-Appellant.

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UNPUBLISHED

November 16, 2004

No. 247906

Wayne Circuit Court

LC No. 02-222242-CZ

Before: Murray, P.J., and Sawyer and Smolenski, JJ.

MEMORANDUM.

Defendant Guglielmo Commisso appeals as of right the order granting summary disposition under MCR 2.116(C)(10) to plaintiff. We affirm.

Defendant Starlite Food Service Equipment, Inc., maintained a line of credit with plaintiff. Defendants Commisso and Kraft, the owners of Starlite, signed individual guarantees to the line of credit agreement. In March 2001, appellant informed plaintiff that he was having a dispute with defendant Kraft about withdrawals from the company's checking account. In response, plaintiff exercised its right to cancel the line of credit agreement, rendering the balance due and immediately payable. Plaintiff brought this action, seeking to recover the balance owed on the loan.

Appellant does not contest that the line of credit agreement gave plaintiff the right to cancel the agreement at any time. He asserts that the doctrine of promissory estoppel should have been applied by the trial court. The elements of promissory estoppel are (1) a promise, (2) that the promisor should reasonably have expected to induce action of definite and substantial character on the part of the promisee, and (3) that in fact produced reliance or forbearance of that nature in circumstances such that the promise must be enforced if injustice is to be avoided. *Novak v Nationwide Mutual Ins Co*, 235 Mich App 675, 686-687; 599 NW2d 546 (1999). In determining whether a requisite promise existed, we are to objectively examine the words and

actions surrounding the transaction in question as well as the nature of the relationship between the parties and circumstances surrounding their actions. *Id.*, 687. The doctrine should be applied only where the facts are unquestionable and the wrong to be prevented is undoubted. *Id.*

Appellant failed to present evidence of any definite promise on the part of plaintiff to forego cancellation of the line of credit. The account agreement gave plaintiff and the borrowers the right to cancel the account at any time, with or without reason. Where plaintiff did not give a definite promise to forego such action, promissory estoppel is not available for appellant. Where appellant raised no other defense, the trial court properly granted summary disposition.

Affirmed.

/s/ Christopher M. Murray  
/s/ David H. Sawyer  
/s/ Michael R. Smolenski